PUBLISHING AND ADMINISTRATION AGREEMENT

This Publishing and Administration Agreement ("**Agreement**") is by and between Sugo Music Group, a division of Soundlink Entertainment LLC, and its publishing affiliates, located at 80 Cabrillo Highway N., Suite Q-429, Half Moon Bay, CA 94019, USA ("**Publisher/Licensee**"), and You ("**Writer**"), as entered in this Agreement ("**Signature Page**").

For purposes of this Agreement, the term "Writer" shall collectively refer to all individuals and entities that are the composer(s), lyricist(s), arranger(s), publisher(s), and/or rights holder(s) of the musical compositions subject to this Agreement (collectively, the "**Musical Works**"). Writer represents and warrants that it exclusively owns, controls, or administers the rights necessary to enter into this Agreement with respect to all Musical Works listed in Exhibit A.

The parties agree as follows:

SECTION 1. INTENT OF AGREEMENT

Writer acknowledges and agrees that Publisher/Licensee is authorized to register and administer the Musical Works with applicable performance rights organizations, mechanical licensing agencies, and other collection societies worldwide (collectively, the "**Collection Societies**"), and to collect statutory and all other applicable royalties on Writer's behalf.

SECTION 2. OWNERSHIP AND ROYALTY SHARE

For each Musical Work that Publisher/Licensee secures placement and a license for, Writer will be entitled to one hundred percent (100%) Writer's share of the Musical Works, and Publisher/Licensee will be entitled to one hundred percent (100%) publishing share of the Musical Works. See example below:

Writer's Share: Writer receives 100%
Publisher's Share: Publisher/Licensee receives 100%

SECTION 3. TERM

The term of this Agreement shall be two (2) years ("**Term**") and will automatically renew unless notice is given to Publisher/Licensee at least 90 days prior to the renewal date. If the Musical Works are licensed for synchronization in film, television, advertising, or other commercial productions during the Term of this Agreement, those synchronization licenses will remain in effect for the duration of the applicable license, but only with respect to the specific production or productions covered by that license.

SECTION 4. GRANT OF ADMINISTRATION RIGHTS

Writer grants Publisher/Licensee the exclusive right to act as the administrator and agent of the Musical Works throughout the universe, including the exclusive authority to administer, register, protect, manage, license, synchronize, and monetize the Musical Works (collectively, the "**Administration Rights**"). Writer further authorizes Publisher/Licensee to use Writer's name, professional name, trade names, trademarks, likeness, and the titles of the Musical Works in connection with the publication, licensing, reproduction, distribution, recordings, performances, promotion, publicity, advertising, and other exploitation of the Musical Works.

SECTION 5. STATEMENT, PAYMENTS, AND ACCOUNTING

Statement of Account ("**Statement**") will be submitted by Publisher/Licensee to Writer on a quarterly-annual basis by January 1, April 1, July 1, and October 1 of each calendar year. Payments shall be delivered to the address provided herein and will be sent to Writer within 15 days after Statement is delivered ("**Payment**"). If the Payment date falls on a weekend, the Payment will be sent on the following Monday or next business workday. Any Statement balance due under US$10.00 shall be rolled into the following quarter and paid only when the balance exceeds US$10.00. Payment is contingent on Publisher/Licensee's receipt of Writer's tax forms.

For Non-USA Writers, Publisher/Licensee will use its reasonable efforts to collect taxes owed on the royalties generated from the distribution and sale of Musical Works, and to remit tax payments on behalf of the Writer to relevant government authorities.

Statement shall be subject to an audit by Writer, but not more than once in each twelve (12) month period, at Publisher/Licensee's principal place of business during normal business hours on no less than thirty (30) days prior

written notice. Any objections to Statement or Payment submitted to Writer shall be made within one (1) year of their submission, or all objections shall be barred.

SECTION 6. WRITER'S WARRANTY

Writer warrants that it: is free to enter into this Agreement; is not under any commitments or restrictions, contractual or otherwise, with third parties whose services, content, or licenses are embodied on the Musical Works, that prohibit or restrict Writer's commitments and grant of rights to Publisher/Licensee under this Agreement; has not sold, assigned, leased, or licensed Musical Works, or encumbered the rights granted to Publisher/Licensee pursuant to this Agreement, and none of the services, nor the services of anyone else retained by Writer to perform on or provide work for the Musical Works, nor the use of Writer's name and trademark, nor the use of the name and images of the musicians and producers whose services are embodied on the Musical Works, shall interfere or infringe with the rights of any other party, including without limitation, contract rights, copyrights, trademarks, service marks, logos, and rights of privacy and publicity, nor shall the Musical Works, their title, or contents constitute a libel or a slander of any person.

To protect the integrity of our platform and partners, Publisher/Licensee reserves the right to remove any Musical Works or suspend the Writer's account if fraudulent, infringing, or unauthorized activity is identified. Royalties resulting from plagiarized, infringing, or unlicensed use of the Musical Works will not be paid. Any related costs, chargebacks, or liabilities incurred by Publisher/Licensee may be deducted from any amounts otherwise payable to the Writer.

SECTION 7. GENERAL

This Agreement constitutes the entire Agreement between Publisher/Licensee and Writer, and supersedes all prior agreements between both parties, whether oral or written, relating to the Musical Works, and may not be modified except in writing signed by both parties. This Agreement will be construed in accordance with the laws of the State of California. This Agreement may be executed in any number of counterparts, and delivered by facsimile or via E-Agreement, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

EXHIBIT A

The Musical Works will be delivered to Publisher/Licensee's Account Dashboard or FTP site (Publisher/Licensee shall provide easy-to-use login access to Account Dashboard or FTP).

IN WITNESS WHEREOF, the parties have executed this Agreement in compliance with the Electronic Signatures in Global and National Commerce (ESIGN) Act and the Uniform Electronic Transactions Act (UETA) in the United States. Your electronic signature authorizes and approves this Agreement, a copy of which shall be available in Rights Holder's account dashboard or delivered via time-stamped email.

Publisher/Licensee:
SUGO MUSIC GROUP, a division of Soundlink Entertainment LLC
80 Cabrillo Highway N., Suite Q-429, Half Moon Bay, CA 94019 USA

Writer: